

SCHEDULE B

Intellectual Property Restrictions

A. General

1. Reseller shall ensure that the Licensed IP is:
 - a. used in conjunction with the ® or TM designations as directed by ProDriven;
 - b. not modified in any manner without the prior written consent of ProDriven;
 - c. used alone without any other terms, marks, or designs which may detract from the Licensed IP; and
 - d. displayed according to specifications which ProDriven may provide or amend from time to time.
2. Reseller shall perform all acts requested by ProDriven to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any ProDriven owned or licensed brand names or any other trademark used or owned by ProDriven.
3. Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of ProDriven. Reseller shall not do anything inconsistent with ProDriven's ownership of the Licensed IP, including, but not limited to, using, causing, or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or ProDriven's title to or rights in the Licensed IP.
4. Reseller shall not use the Licensed IP in a manner that disparages ProDriven or the Products, blurs, dilutes, or otherwise diminishes the Licensed IP, or portrays ProDriven, its brands, or the Products in a false or poor light.
5. Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an authorized reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to ProDriven all confidential information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities (the "Confidential Information").
6. Reseller shall promptly inform ProDriven of any action or conduct of any person which may infringe upon any of ProDriven's intellectual property rights. Reseller shall cooperate fully with ProDriven in connection with any legal action taken by ProDriven in connection with any such infringement.

B. URLs/ Domains

Reseller's domain(s) and URL(s) must **not** contain the word "ProDriven" or any current or future trademarks or brands of ProDriven, including any variation or combination of these words or trademarks with each other or with other words. Examples of prohibited domain names and URLs:

www.joes ProDrivenheadquarters.com
www.joes ProDrivenshop.net

Exception: Trademarks authorized by ProDriven for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example:

Allowed: www.joesshop.com/ ProDriven.htm
Prohibited: www.joesshop. ProDriven.com/ ProDriven.htm

C. Website Content and Online Advertisements

1. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other online marketing used or paid for by Reseller is in any way related to the official ProDriven website or any of its brands' websites that are owned and operated by ProDriven.

Examples of Prohibited Phrases: Terms such as “Official ProDriven Headquarters,” “ProDriven Home,” “ProDriven Official Store,” and “ProDriven.com” are always prohibited. Terms such as “ProDriven Headquarters,” “ProDriven Outlet,” “ProDriven Depot,” or “ProDriven Store” are prohibited except when clearly and conspicuously associated with Reseller (e.g., “ProDriven Store at Joe’s Shop,” or “Joe’s Authorized ProDriven Shop”) and only if approved in advance and in writing by ProDriven.

2. Reseller may not bid on any current or future trademarks used or owned by ProDriven as keywords on Google Ads or similar paid search engine, including Internet marketplace paid search programs, without prior written permission from ProDriven.

3. Reseller must not use superlatives to describe the quantity of inventory, the pricing of Products, or the online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller.

Examples of Prohibited Phrases: Phrases such as “largest available online offering of ProDriven,” “lowest prices – ProDriven,” or “best ProDriven website” are prohibited.

4. Reseller must accurately describe Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as “ProDriven products.” They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as ProDriven and used in conjunction with the ® or ™ designation as directed by ProDriven.

5. Reseller must use only those Product images, logos, marketing banners, and video clips provided or authorized in writing by ProDriven on any website, advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller.

6. Reseller must not Reseller with any third-party that uses adware, spyware, or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any trademark used or owned by ProDriven or any common misspelling or confusingly similar trademarks is strictly prohibited.